

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR  
JOINT NEGOTIATION WITH WSDOT  
REGARDING  
THE MAINTENANCE OF SR 520 FACILITIES**

**THIS FIRST AMENDMENT** to the Interlocal Agreement (“First Amendment” or “Amendment”), dated as of the later of the signature dates below (the “Effective Date”), is by and between the City of Medina, the Town of Yarrow Point, the Town of Hunts Point, and the City of Clyde Hill, all of which are Washington municipal corporations (individually a “Party” and collectively the “Parties”).

**RECITALS:**

**WHEREAS**, the Parties entered into an Interlocal Agreement on June 12, 2024 (hereinafter “Agreement”) for purposes of hiring joint legal counsel for negotiation with WSDOT regarding the maintenance of SR 520 facilities; and

**WHEREAS**, since that time the Parties have determined that an amendment is needed to increase the budget set forth in Section 3 of the Agreement; and

**NOW THEREFORE**, in consideration of the terms and conditions set forth herein, the Parties agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

**AGREEMENT:**

1. **Amendment to Section 3.** Section 3 is hereby amended in the Agreement to read as follows:

Section 3. Hiring and Financing of Professional Negotiator. The Cities agree to equally share the fees and expenses of an agreed upon law firm and attorney to serve as the professional negotiator to negotiate on behalf of the Cities with WSDOT, to the maximum total amount of Eighty Thousand Dollars (\$80,000) (\$20,000 maximum for each of the Cities). Joe Sabey, Mayor of the Town of Hunts Point, is authorized to sign a revised Engagement Letter, if required, on behalf of the Cities following their review and approval thereof. Each of the Cities shall be entitled to review the billings of the professional negotiator as received. Each of the Cities shall promptly pay its one-quarter share unless the Committee decides to delay payment or challenge the billing. The Committee shall determine with the professional negotiator whether the billings are split equally and invoiced separately to each of the Cities or invoiced in some other manner to the Cities.

2. **Reaffirmation; Intention to be Bound.** Except as expressly amended by this Amendment, each and every term, condition and agreement contained in the Agreement shall remain in full force and effect. The Parties reaffirm that the representations and warranties made by each Party in the Agreement are true and

accurate as of the Effective Date. The Parties executing this First Amendment on behalf of themselves, their assigns, and successors, hereby acknowledge and reaffirm their intention to be bound by the terms and conditions of the Agreement. Nothing in this Amendment shall be deemed to supersede or otherwise modify any other term or provision of the Agreement except as expressly stated herein.

- 3. Recitals; Capitalized Terms.** The recitals set forth above are a part of this Amendment. Unless otherwise defined herein, capitalized terms used in this Amendment have the meanings assigned to them in the Agreement or as set forth in the Amendment.

**IN WITNESS WHEREOF**, the Parties have caused their properly authorized representatives to execute this First Amendment on this 12<sup>th</sup> day of June 2024.

**CITY OF CLYDE HILL**

By: Steve Friedman  
Steve Friedman, Mayor

**CITY OF CLYDE HILL CONTACT**

Dean Rohla, City Administrator  
9605 NE 24<sup>th</sup> Street  
Clyde Hill, WA 98004  
T: 425.453.7800  
F: 425.462.1936

**ATTEST/AUTHENTICATED**

By: Dean Rohla  
Dean Rohla, City Clerk  
City of Clyde Hill

**APPROVED AS TO FORM**

By: Tom Brubaker  
Tom Brubaker, City Attorney  
City of Clyde Hill

**CITY OF MEDINA**

By: Stephen R. Burns  
Stephen R. Burns, City Manager

**CITY OF MEDINA CONTACT**

Stephen R. Burns, City Manager  
501 Evergreen Point Road, PO Box 144  
Medina, WA 98039  
T: 425.233.6400  
F: 425.451.8197

**ATTEST/AUTHENTICATED**

By: Aimee Kellerman  
Aimee Kellerman, CMC, City Clerk  
City of Medina

**APPROVED AS TO FORM**

By: Jennifer S. Robertson  
Jennifer S. Robertson, City Attorney  
City of Medina

**TOWN OF HUNTS POINT**

By: Joseph Sabey  
Joe Sabey, Mayor

**TOWN OF HUNTS POINT CONTACT**

Sue Ann Spens, Clerk/Treasurer  
3000 Hunts Point Road  
Hunts Point, WA 98004  
(425)4 55-1834

**ATTEST/AUTHENTICATED**

By: Sue Ann Spens  
Sue Ann Spens, Clerk/Treasurer  
Town of Hunts Point

**APPROVED AS TO FORM**

By: David Linehan  
David Linehan, Town Attorney

**TOWN OF YARROW POINT**

By: Katy Harris  
Katy Harris, Mayor

**TOWN OF YARROW POINT CONTACT**

Katy Harris, Mayor  
4030 95<sup>th</sup> Ave NE  
Yarrow Point, WA 98004  
(425) 786-6099

**ATTEST/AUTHENTICATED**

By: Bonnie Ritter  
Bonnie Ritter, City Clerk  
Town of Yarrow Point

**APPROVED AS TO FORM**

By: Emily Romanenko  
Emily Romanenko, City Attorney